

TERMS & CONDITIONS OF HIRE

Agreements with the Trustees of Amersham Band for the hire of the Bandhall or any part thereof (“the Premises”) are subject to these Terms and Conditions of Hire (“the Hire Conditions”).

Definitions

- i) The “Hall Management Committee” is the committee which sets the policies for hire of the Premises and manages the bookings. The committee is made up of representatives of the local community and reports to the Trustees of Amersham Band. It is independent of the management of the band activities.
- ii) The “Hirer” is the person who makes a booking to use the Premises and who agrees to comply with the Conditions of Hire
- iii) “Nominated Representative”. If the Hirer is not present at the function for which a booking is made, the Nominated Representative is the person who is nominated by the Hirer to take responsibility for complying with the Conditions of Hire.
- iv) The “Premises” includes the building, its fixtures, fittings and contents, the car park and the surrounding land, including the trees, vegetation, gates and fences.
- v) The “Conditions of Hire” are the conditions described in this document.

Supervision by the Hirer

- 1) The Hirer undertakes to be present, or arrange for a Nominated Representative to be present, throughout the hire period to ensure compliance with the provisions contained or referred to in these Conditions of Hire and any relevant licences. The name and contact details of the Nominated Representative shall be confirmed in writing to the Hall Management Committee prior to the commencement of the hire period.
- 2) The Hirer, Nominated Representative, or suitable adult(s), must adequately supervise children under the age of 18 at all times and are responsible for meeting the safeguarding requirements of children and vulnerable adults as required by law. On no account shall children be unsupervised in the kitchen.

Booking Conditions

- 3) By making a booking, the Hirer agrees to abide fully with the Conditions of Hire. Failure to abide by these conditions may, at the discretion of the Hall Management Committee, prevent the Hirer from any future bookings and may result in a liability claim against the Hirer.
- 4) The Premises shall not be hired to persons under 21 years nor for the following purposes;
 - i) Parties for those aged between 13 – 21 inclusive.
 - ii) Functions which make use of sound amplification equipment for live or recorded music.
 - iii) Functions where alcoholic drinks are provided or consumed.
 - iv) Functions or uses which, in the opinion of the Hall Management Committee, could cause damage to the Premises or cause a nuisance to neighbours.
 - v) Functions involving inflatable bouncy castles or similar inflatable play equipment, bonfires or fireworks.
- 5) The period of hire shall not commence earlier than 8am and functions must finish and the hall and carpark be vacated no later than 11:00pm.

- 6) In addition to the period of hire, an allowance of 15 minutes is made either side of a booking for set-up and clear-up.
- 7) Payment of the full hire fee is required in advance at the time of booking.
- 8) Hire charges and the Conditions of Hire may be amended from time to time at the discretion of the Hall Management Committee. For regular users, at least one month's notice will be given of changes to hire charges.

General Conditions

- 9) The Hirer shall not:
 - i) sub-let or use the Premises for any purpose other than that described in their Booking Application Form.
 - ii) use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way.
 - iii) do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof.
 - iv) allow the use of restricted or illegal drugs on the Premises.
 - v) allow smoking in the building, in the porch, patio area or in the vicinity of the entrances.
- 10) The number of people on the Premises shall not exceed 100 persons.
- 11) On-site car parking is available for a maximum of 24 vehicles. Vehicles shall be parked in the designated spaces and shall not be parked on the driveway or grassed areas.
- 12) Alcoholic drinks must not be consumed on the Premises.
- 13) No animals (including birds) except assistance dogs are to be brought into the building, other than for a special event agreed by the Hall Management Committee. No animals are to enter the kitchen at any time.
- 14) Decorations may be hung only by permission of the Hall Management Committee and must be affixed in a way that does not damage the premises. No Blu-tack, drawing pins, adhesive tape or similar may be used. No other alterations or additions may be made to the Premises, and no fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises.
- 15) For the benefit of subsequent users, the room thermostats and the heating system controls must not be interfered with.
- 16) The use of portable gas appliances, naked flames or candles is not permitted in the Premises.
- 17) Highly flammable substances shall not be brought into, or used in any part of the Premises.
- 18) Any portable equipment or electrical appliances brought onto and used on the Premises shall be certified safe and in good working order, and used in a safe manner.

Fire and general safety

- 19) All Hirers or their Nominated Representatives shall make themselves aware of all safety and fire notices displayed.
- 20) The Hirer or their Nominated Representative shall be responsible for:
 - i) Prior to the start of an event indicating the fire exits and Evacuation Meeting Place to the persons attending the event.
 - ii) Ensuring that all fire exits are kept clear at all times and that the main building entrance is not blocked with items such as instrument cases, buggies, wheelchairs or mobility scooters.
 - iii) Providing warning in the event of fire and for the safe evacuation of all personnel in the building through the designated fire exits.
 - iv) Ensuring that the Fire Brigade is called to any outbreak of fire, however small, and details given to the Hall Management Committee. No person may re-enter the building without the permission of the Fire Brigade.
 - v) Ensuring that any portable electrical equipment brought into the hall is in a safe condition and has been PAT tested.

Cancellation

- 21) Hire charges will not be refunded for cancellations made 14 days or fewer prior to the date of the booked event.
- 22) In the event of the Premises becoming rendered unavailable or unfit for use due to unforeseen events, the Hall Management Committee shall not be liable for any consequential losses. The decision on any such cancellation shall be at the sole discretion of the Hall Management Committee and it may, at its discretion, refund sums already paid for the booking.

Vacation of premises

- 23) At the end of the hire period, on vacating the Premises the hirer is responsible for the following:
 - i) Removing all items brought onto the premises. No items may be left on the premises without the written permission of the Hall Management Committee.
 - ii) Ensuring that the hall, toilets and kitchen floors are swept clean with any spillage mopped up. The building must be left clean and tidy ready for the next user. If not left clean and tidy an additional cleaning charge may be made. The minimum additional cleaning charge is £20.00.
 - iii) Clearing up all general rubbish and taking it away completely from the Premises. Please note there is no rubbish collection from the site so all rubbish must be removed at the end of the hiring. If rubbish is left behind at the end of the hire period, an additional rubbish disposal charge may be made. The minimum additional rubbish disposal charge is £50.00.
 - iv) Returning all chairs and tables to the positions at start of hire.
 - v) Checking that all lights including outside lights have been switched off. The lights in the hall, toilets and library rooms and the porch and bollard lights switch off automatically
 - vi) Checking that taps in the toilets and kitchen are not left running.
 - vii) Reporting damage, faults and any breakage to the Hall Management Committee, in writing.
 - viii) Closing all windows and internal doors.

- ix) Locking the external front door and returning the key within 24 hours.
- x) Ensuring that all vehicles using the on-site parking spaces are removed at the end of the hire period and that the main gate and pedestrian gate are locked.

Car Parking

- 24) Vehicles are parked at owner's risk, and may be parked only in the marked spaces. The Hall Management Committee will not accept responsibility for the loss of, or damage to vehicles and/or their contents whilst entering, leaving or parked on the Premises.

Compliance with legislation relating to children or vulnerable adults

- 25) The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current safeguarding legislation. Policies for safeguarding and compliance with such policies are the responsibility of the Hirer.

Indemnity and Insurance

- 26) The Hirer shall indemnify and keep indemnified each of the Trustees of Amersham Band and their members, volunteers, agents and invitees against:
- i) the cost of repair of any damage done to any part of the Premises or the contents of the Premises.
 - ii) against all actions, claims, and costs of proceedings arising from any breach of the Conditions of Hire.
 - iii) all claims in respect of damages, including damage for loss of property or injury to persons, arising as a result of the use of the Premises (including the storage of equipment) by the Hirer.
- 27) As directed by the Hall Management Committee, the Hirer shall make good or pay for all damage (including accidental damage) to the Premises or to the fixtures, fittings or contents and for loss of contents.
- 28) The Hall Management Committee will not accept responsibility for the loss of, or damage to, personal or group property whilst in the hall or left on the Premises.

Insurance

- 29) The Hirer shall have or shall obtain Public Liability Insurance to a value of up to £5 million. A copy of the policy may be requested prior to confirming the hire.

Accidents and Dangerous Occurrences

- 30) The Hirer must report all accidents involving injury to the public to an authorised representative of the Hall Management Committee as soon as possible, and complete the relevant section in the accident book. The Hirer shall ensure that medical assistance is sought, or an ambulance is called, if appropriate.

Stored equipment

- 31) Subject to agreement, the Hall Management Committee may provide storage space for regular users. The Hall Management accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded.

- 32) All equipment and other property, other than that stored on the Premises by agreement, must be removed at the end of each hiring or storage period. The Hall Management Committee may dispose of any items not removed 7 days thereafter at its sole discretion, by sale or otherwise on such terms and conditions as it thinks fit.

Data Protection

- 33) Personal data, for example data provided during the booking process, will be handled in accordance with the Amersham Band Data Protection Policy. A CCTV system is continuously monitoring the site and CCTV records are automatically overwritten after 3-4 weeks. In the event of an incident, CCTV footage may be provided to authorised third parties such as police, insurers and other authorities.

Acceptance

- 34) These Conditions of Hire will have been made available to the Hirer at the time of making the booking. By proceeding with the booking the Hirer is deemed to have accepted these terms and conditions.

Revision History

March 2020 – First draft for review by Hall Management Committee.

December 2020 – reviewed by Amersham Band Committee. Additional text added regarding data protection and CCTV.

April 2021 – minor revisions.

November 2025 – v3. Removed Appendices to become separate documents. Added safeguarding requirements in clause 2